

EXHIBIT B

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND

ERIE INSURANCE COMPANY, as *
Subrogee of Charles and Joyce *
Sparwasser *

Plaintiff, *

v. * **Case No.: 03-C-20-003262**

SEARS, ROEBUCK & CO., et al. *

Defendant. *

DEFENDANT TRANSFORM SR LLC'S
ANSWER TO THE COMPLAINT

COMES NOW Defendant, Transform SR LLC (improperly sued as Transform Sears Home Services, LLC) (hereinafter "Defendant"), by and through counsel, Kiernan Trebach LLP, and generally denies the allegations of the Complaint filed herein and in further answers to the Complaint state at follows:

ANSWER

Defendant generally denies the allegations set forth in Plaintiffs' Complaint.

FIRST AFFIRMATIVE DEFENSE

Plaintiff has failed to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's recovery is barred, in whole or in part, by its insured's failure to exercise due care, which was the proximate cause of all or part of their alleged damages.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's insured failed to take due and appropriate care in the mitigation of their alleged damages and their recovery from Defendant is therefore barred in whole or in part.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's alleged damages were directly and proximately caused by their own acts and conduct, which intervened between Defendant's acts and conduct and Plaintiff's alleged damages, thereby barring Plaintiffs' from any recovery from Defendant.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's alleged damages were directly and proximately caused by the acts and conduct of third parties, which intervened between Defendant's acts and conduct and Plaintiff's alleged damages, thereby barring Plaintiff from any recovery from Defendant.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's alleged damages are not causally related to the events alleged in the Complaint.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the applicable statute of limitations.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of assumption of the risk.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's recovery is barred in whole or in part because they suffered no damages as a result of any act or conduct of Defendant.

TENTH AFFIRMATIVE DEFENSE

Plaintiff's damages are capped by prevailing statutory and case law.

ELEVENTH AFFIRMATIVE DEFENSE

All allegations not specifically admitted herein are denied.

TWELFTH AFFIRMATIVE DEFENSE

Defendant reserves the right to assert additional defenses pending the outcome of discovery.

WHEREFORE, Defendants request that the Complaint be dismissed with costs assessed to the Plaintiff.

KIERNAN TREBACH LLP

/s/ Michael L. Pivor

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JURY DEMAND

Defendant demand a trial by jury on all issues herein.

/s/ Michael L. Pivor

Michael L. Pivor

RULE 1-313 CERTIFICATION

I HEREBY CERTIFY that I am an attorney admitted to practice in the State of Maryland.

/s/ Michael L. Pivor

Michael L. Pivor, Esquire

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Answer to the Complaint was served via electronic filing on this 29th day of October, 2020 upon:

Robert Anbinder, Esq.
P.O. Box 65354
Baltimore, MD 21209
Attorney for Plaintiff

/s/ Michael L. Pivor

Michael L. Pivor